

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code		Page 1 of Pages 5	
2. Amendment/Modification No. 0001		3. Effective Date March 2, 2005		4. Requisition/Purchase Req. No.		5. Project No. (if applicable)	
6. Issued By  <b>U. S. Department of Justice JMD, Procurement Services Staff 1331 Pennsylvania Avenue, NW, Suite 1000 Washington, DC 20530</b>		Code CPOS		7. Administered By (If other than Item 6)		Code	
8. Name and Address of Contractor (No., Street, County, and Zip Code)				(X)	9A. Amendment of Solicitation No. <b>DJJK05RFP0318</b>		
				X	9B. Date (See Item 11) <b>January 4, 2005</b>		
					10A. Modification of Contract/Order No.		
					10B. Date (See Item 13)		
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (if required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(x)	A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made to the Solicitation identified in item 10A.						
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)						
	C. This supplemental agreement is entered into pursuant to authority of:						
	D. Other (Specify type of modification and authority)						
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.							
14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							

See pages 2 through 5.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. Name and Title of Signer (Type or Print)		16A. Name and title of Contracting Officer (Type or Print)  Glenn Emig Contracting Officer	
15B. Contractor/Offeror	15C. Date Signed	16B. United States of America Signed by the Contracting Officer	16C. Date Signed  3/2/05
(Signature of person authorized to sign)		(Signature of Contracting Officer)	
NSN 7540-01-152-8070		30-105	
PREVIOUS EDITIONS UNUSABLE		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

## I. PURPOSE

The purpose of this amendment is to (1) extend the proposal due date, (2) add an additional five-year option period, and (3) delete clause H.14 entitled "Indemnification."

## II. RFP SECTIONS AMENDED

A) SF30, Block 9 is changed to extend the proposal due date as follows:

FROM:

**March 18, 2005**, 4:00 PM EDT for technical/management proposals and **March 25, 2005**, 4:00 PM EDT for cost/price proposals.

TO:

**April 15, 2005**, 4:00 PM EDT for technical/management proposals and **April 22, 2005**, 4:00 PM EDT for cost/price proposals.

B) Provision L.6, paragraph (b) is changed to extend the proposal due dates as follows:

FROM:

b) Volumes I and II (Technical and Management Proposals) shall be received at the location designated above no later than 5:00 PM local time (Washington, DC) on **March 18, 2005**. Volume III (Cost Proposal) shall be received at the location designated above no later than 5:00 PM local time (Washington, DC) on **March 25, 2005**. (Please note: The Government will not accept proposals sent by e-mail or fax.)

TO:

b) Volumes I and II (Technical and Management Proposals) shall be received at the location designated above no later than 5:00 PM local time (Washington, DC) on **April 15, 2005**. Volume III (Cost Proposal) shall be received at the location designated above no later than 5:00 PM local time (Washington, DC) on **April 22, 2005**. (Please note: The Government will not accept proposals sent by e-mail or fax.)

C) Clause F.5, entitled "OPTION TO EXTEND THE TERM OF CONTRACT" is changed to add an additional five-year option period as follows:

FROM:

This contract may be extended, at the option of the Government, at the prices stated in Section B, for **a period of five (5) years** or fraction thereof by the

Contracting Officer giving written notice of the Department's exercise of such option to the Contractor at any time during the term of this contract. Such exercise shall not have effect unless the Contracting Officer has given preliminary written notice of the Department's intent to exercise such option at least thirty (30) days prior to the last day of the **term of the contract**. Such preliminary notice shall not be construed as an exercise of the option, and will not bind the Department to exercise the option. If the Department exercises such option, the contract period shall commence running on the next day following the expiration of the contract term which was in effect prior to the Department's exercise of such option, and the contract, as extended, shall be deemed to include this option provision; provided, however, that the total duration of this contract, including the exercise of any options under this clause, shall not exceed **120 months** after the effective date of the contract (see F.6 for circumstances allowing additional six (6) month extension).

TO:

This contract may be extended, at the option of the Government, at the prices stated in Section B, for **up to two separate five (5) year option periods** or fraction thereof by the Contracting Officer giving written notice of the Department's exercise of such option to the Contractor at any time during the term of this contract. Such exercise shall not have effect unless the Contracting Officer has given preliminary written notice of the Department's intent to exercise such option at least thirty (30) days prior to the last day of the **initial term of the contract or first option period as appropriate**. Such preliminary notice shall not be construed as an exercise of the option, and will not bind the Department to exercise the option. If the Department exercises such option, the contract period shall commence running on the next day following the expiration of the contract term which was in effect prior to the Department's exercise of such option, and the contract, as extended, shall be deemed to include this option provision; provided, however, that the total duration of this contract, including the exercise of any options under this clause, shall not exceed **180 months** after the effective date of the contract (see F.6 for circumstances allowing additional six (6) month extension).

D) Clause B.1, paragraph (a) is changed to reflect the additional five-year option period as follows:

FROM:

(a) The initial term of the contract is five (5) years from the date of contract award. **A single five (5) year option** may be exercised at the end of the initial five (5) year contract period.

TO:

(a) The initial term of the contract is five (5) years from the date of contract award. **Two five (5) year option periods** may be exercised at the end of the initial five (5) year contract period.

E) Clause C.2.3, paragraph (d) is changed to reflect the additional five-year option period as follows:

FROM:

(d) Period of Performance: Base period of five years, with **an additional five-year option**.

TO:

(d) Period of Performance: Base period of five years, with **two additional five-year option periods**.

F) Clause H.5.3, entitled, "TASK ORDER EVALUATION REPORTS," paragraph (b) is amended to reflect the additional five year option period as follows:

FROM:

(b) The reports will be considered in the Department's unilateral exercise of the **five year option**. The Department will make available the evaluation reports to Federal agencies seeking past performance information on the Contractor as part of a Federal contract procurement.

TO:

(b) The reports will be considered in the Department's unilateral exercise of the **individual option periods**. The Department will make available the evaluation reports to Federal agencies seeking past performance information on the Contractor as part of a Federal contract procurement.

G) Provision L.5.3, entitled, "VOLUME III -- COST PROPOSAL," Section 3, entitled, "Cost Model," is amended to reflect the additional five-year option period as follows:

FROM:

Two cost models are to be provided. One will utilize the "funding limited" deployment concept and the other will utilize the "unrestricted funding" deployment concept. Provide the estimated total life-cycle cost (all cost and fees inclusive) to the Government over the **10-year** performance period. Include the cost model and basis of estimate (BOE) information used to calculate the total life-cycle cost. The cost model and BOE should be consistent with the proposed PWS and WBS. Identify the model's limitations and assumptions. The total life-cycle cost must be based on a fully documented cost model created by the offeror that reflects the offeror's overall technical solution and must incorporate the proposed fixed unit pricing (from Section 4 below).

TO:

Two cost models are to be provided. One will utilize the “funding limited” deployment concept and the other will utilize the “unrestricted funding” deployment concept. Provide the estimated total life-cycle cost (all cost and fees inclusive) to the Government over the **15-year** performance period. Include the cost model and basis of estimate (BOE) information used to calculate the total life-cycle cost. The cost model and BOE should be consistent with the proposed PWS and WBS. Identify the model's limitations and assumptions. The total life-cycle cost must be based on a fully documented cost model created by the offeror that reflects the offeror's overall technical solution and must incorporate the proposed fixed unit pricing (from Section 4 below).

H) Provision M.5.8, entitled, "COST," paragraph (1) is amended to reflect the additional five-year option period as follows:

FROM:

1) Evaluation of the proposed estimated total life-cycle cost to the Government over the **10-year** performance period to determine that the proposed life-cycle cost is valid, realistic and consistent with the offeror's technical proposal and cost model. The Government will assess the validity and realism of the life-cycle cost model to calculate an expected cost that will be used in the best value determination. The expected cost may be different from that in the offeror's proposal. Both the “funding limited” deployment concept and the “unrestricted funding” deployment concept will be evaluated. However, the best value decision will only consider the “funding limited” deployment scenario.

TO:

1) Evaluation of the proposed estimated total life-cycle cost to the Government over the **15-year** performance period to determine that the proposed life-cycle cost is valid, realistic and consistent with the offeror's technical proposal and cost model. The Government will assess the validity and realism of the life-cycle cost model to calculate an expected cost that will be used in the best value determination. The expected cost may be different from that in the offeror's proposal. Both the “funding limited” deployment concept and the “unrestricted funding” deployment concept will be evaluated. However, the best value decision will only consider the “funding limited” deployment scenario.

I) Clause H.14, entitled, "INDEMNIFICATION," is deleted in its entirety.

(End of Amendment)